

Contractor: Gem City Ford

Danny Schwartz 5101 Broadway St. Quincy IL.62305 Phone 217-222-8700

<u>ITEM # 1</u> - New standard equipped <u>2006 Model 1 Ton Pickup with DRW</u> ACCEPTABLE MAKES AND MODELS:

Standard Ford F350 Styleside Dual Rear Wheel Pickup with 137" Wheelbase Standard Chevrolet/GMC C35903 with E63 and R05 Fleetside Pickup with 131.5" Wheelbase.

Standard Dodge DR3500 Dual Rear Wheel Sweptline Pickup with 140.5" Wheelbase

All units bid must contain the following options:

- 1. Standard minimum **gas** engine (Size5.4 L Horsepower 300)
- 2. 4-speed automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Spare tire and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR 11,200 lb
- 8. Heavy-duty (Type III) trailer package to include receiver hitch
- 9. 8' bed
- 10. 4-wheel anti-lock braking system (ABS).
- 11. Speed control and tilt wheel

DEALER COMPLETE IN DETAIL: I am bidding (MAKE) Ford (MODEL) F350

NET DELIVERED PRICE for One (1) new unit as described in Item 1 delivered to any of the listed delivery destinations (see page 27).

EACH \$17,973.00

OPTIONAL EQUIPMENT PRICES, Item #1

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

Option 1. Heavy-duty manual 5 or 6 speed transmission in lieu of automatic transmission. \$-1992.00 (EACH) Deduct

Option 1B. Cloth Seat. \$128.00 (EACH)

Option1C. Exterior color to be Federal Standard #595B "Highway Yellow" #13432.

No Charge (NOT Available with option 1H) (EACH)

Option 1D. Alternate diesel engine (state size and horsepower).

Non Responsive (Did not provide a B20 Bio Diesel Warranty Letter.)



OPTIONAL EQUIPMENT PRICES, Item # 1 - Continued

- Option 1E. Alternate gasoline engine (state size and horsepower) \$507.00 (EACH) SIZE 6.8L V10 HORSEPOWER 360
- Option 1F. Four-wheel drive (state change in model). \$2,538.00 (EACH)
- Option 1G. Single rear wheels in lieu of dual rear wheels (state GVWR ,WB and Model). \$-634.00 (EACH) Deduct GVWR 10,200 (WB) 137"
- Option 1H. Standard extended cab with single rear wheels (SRW) in lieu of standard regular cab with dual rear wheels (DRW) (state GVWR, WB and model).

 \$1,646.00 (EACH) GVWR 10,600 (WB) 158"
- Option 1I. Snow plow package. \$71.00 (EACH) Only available with option 1F (4x4)
- Option 1J. Automatic transmission power take off provision. \$201.00 (EACH)
- Option 1K. 2 Factory cab steps. (one on Drivers Side, one on Passenger side) \$257.00 (EACH)
- Option 1L. Allison automatic transmission.
 N/A (EACH)
- Option 1M. Power windows and power door locks. \$445.00 (EACH)

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 12%

Delivery will be made approximately 60 - 120 days after receipt of order.



Contractor: Gem City Ford

Danny Schwartz 5101 Broadway St. Quincy IL.62305 Phone 217-222-8700

<u>ITEM # 2</u> - New standard equipped <u>2006 Model 15,000 LB. GVWR Chassis-Cabs With DRW.</u> ACCEPTABLE MAKES AND MODELS:

Standard Ford Super Duty F450 with 141" Wheelbase Cab to Axle 60"

Standard Chevrolet/GMC C4500 Model C4C042 with 135.5" Wheelbase Cab to Axle 60"

All units bid must contain the following options:

- 1. Standard minimum V8, gas engine (Size 6.8 V10 Horsepower 362)
- 2. 4 speed automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Spare tire and wheel
- 6. Rubber floor mats
- 7 Minimum GVWR 15,000 LB
- 8. Brakes 4-wheel anti-lock braking system (ABS)
- 9 Speed control and tilt wheel

DEALER COMPLETE IN DETAIL: I am bidding (MAKE) Ford (MODEL) F450

NET DELIVERED PRICE for One (1) new unit as described in Item 2 delivered to any of the listed delivery destinations (see page 27).

EACH \$23,198.00

OPTIONAL EQUIPMENT PRICES, Item # 2

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 2A. Mounted 9' platform body meeting Specification E1320.

\$1,940.00 (EACH) (MAKE) Knapheide (MODEL) PVMX93C

Option 2B. Mounted 9' platform dump body meeting Specification E1327.

\$3,508.00 (EACH) (MAKE) Knapheide (MODEL) PVMXT93C

Option 2C. Permanently installed bulkhead to fit truck application (minimum requirement to top of cab).

\$558.00 (EACH)

Option 2D. Mounted 9' dump body meeting Specification E1335.

\$4,482.00 (EACH) (MAKE) Heil (MODEL) 9' Yardbird

Option 2E. Quarter cab protector made of 11 ga. Steel, to include an integral design visibility

window.

\$370.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item # 2 - Continued

- Option 2F. Provide live hydraulics with under hood clutch pump, tank with built in filter, 20 GPM 3 section valve assembly with power beyond, dual knob spreader valve and hoses for mounted dump body in specification E1335 or mounted platform body in specification E1327. This package shall be capable of driving the auger, spinner motor in a salt spreader, and power to raise angle plow. All hoses shall be provided from front to rear of truck.

 \$3,977.00 (EACH
- Option 2G. Mounted standard utility tool body. Acceptable makes and models are:
 Knapeheide 6108D54J, Reading CLASSIC II 108A DW, Omaha 108D54V, Stahl
 CHALLENGER II 108VVD-54. Body to include flush mounted tail, stop, turn,
 backup and clearance lights as required per FMVSS 108 standards. Unit must
 include a tread plate step bumper with pintle hook recess
 \$3,829.00 (EACH) (MAKE) Knapheide (MODEL) 610854J
- Option 2H. Six 2" deep full width 250 lbs. capacity free sliding tool drawers mounted approximately 1 ½" from top of compartment with approximately 2 ½" between trays in lieu of two shelves and dividers in one of the full height vertical compartments.

 \$1,286.00 (EACH)
- Option 2I. Two full length 250 lbs. capacity free sliding tool trays with metal dividers with slots on 4" centers with first tray mounted 5 $\frac{1}{4}$ " from bottom of compartment with approximately 1 $\frac{1}{2}$ " between trays with second tray mounted above first in lieu of shelf and dividers in one of the horizontal compartments. \$464.00 (EACH)
- Option 2J. One full length (or from crane mounting point) 4" deep top opening compartment with release located inside side compartment, automatic up position latch and metal dividers with slots on 4" centers in addition to the standard tool compartments. The top opening compartment will not protrude more than 2" into side compartment (The side compartment shall be 27" from floor to top of side body plus excess for flip top compartment).

 \$711.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item # 2 - Continued

- Option 2K. One double bottle gas drop well and retainers in lieu of two shelves and dividers in one of the full height vertical compartments, maintaining an interior height of 48".

 \$355.00 (EACH)
- Option 2L. Minimum 25" high panel extension cover with minimum 42" locking rear doors which will provide a minimum 48" interior height for storage and work area. \$2,334.00(EACH)
- Option 2M. Body to have 3 section, tempered steel telescopic sliding roof and two piece, rigid aluminum, endgate cover to protect cargo area from weather and theft. A mechanical type seal will be placed on the telescopic sliding roof and endgate cover.
 \$1,168.00 (EACH
- Option 2N. Crane mount reinforced rigidly while maintaining full compartment space on top rear corner of body either left or right for a 3500 lbs. capacity crane (with no mounting holes or bolt holes, we will drill to suit ourselves).

 \$831.00 (EACH)
- Option 20. Heavy-duty 5 or 6 speed manual transmission in lieu of automatic transmission. \$-1,992.00 (EACH) Deduct
- Option 2P. Heavy-duty, Type V with a Type III adapter trailer hitch. Special equipment which includes weight distributing hitch platform and wiring harness for a 7 pin commercial truck connector.

 \$315.00 (EACH)
- Option 2Q. Exterior color to be Federal Standard #595B "Highway Yellow" #13432. \$ 0.00 for cab chassis (EACH) Note \$110.00 for Knapheide Equipment
- Option 2R. Alternate diesel engine (state size and horsepower).

 Non Responsive (<u>Did not provide a B20 Bio Diesel Warranty Letter</u>.)
- Option 2S. Alternate gasoline engine (state size and horsepower).

 N/A
- Option 2T. Automatic transmission power take-off provision. \$201.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item # 2 - Continued

Option 2U. Allison automatic transmission.

N/A (EACH)

- Option 2V. Snowplow package. \$0.00 (EACH)
- Option 2W. Crew cab in lieu of regular cab (state change in Model, Wheelbase and CA). \$3,023.00 (EACH) Wheelbase176" (CA) 60"
- Option 2X. Extended cab in lieu of regular cab (state change in Model, Wheelbase and (CA). \$1,969.00 (EACH) Wheelbase162" (CA) 60"
- Option 2Y. 2 Factory cab steps. (one on Drivers Side, one on Passenger side) \$256.00 (EACH)
- Option 2Z. Four-wheel drive. (State change in model). \$3,426.00 (EACH)
- Option 2AA. Hydraulic system to run body, plow and spreader, shall be all electric power line control design. In cab control modules to plug into cigar lighter for power, no wiring shall connect the in cab modules to the hydraulic valve assembly, which will be in an enclosure. The only common wiring shall be power and ground. \$5,783.00(EACH) Note: The price of this option includes option 2F
- Option 2BB. Provide hydraulics and controls for dump hoist only \$601.00 (EACH) Note: This is an Electric Power unit

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 12%

Delivery will be made approximately 60 - 120 days after receipt of order.



Contractor: Gem City Ford

Danny Schwartz 5101 Broadway St. Quincy IL.62305 Phone 217-222-8700

<u>ITEM # 3</u> - New standard equipped <u>2006 Model 15000 LB. GVWR Chassis-Cabs With DRW.</u> ACCEPTABLE MAKES AND MODELS:

Standard Ford Super Duty F450 with 165" Wheelbase, Cab to Axle 84"

Standard Chevrolet/GMC C4500 Model C4C042 with 152.0" Wheelbase Cab to Axle 84"

All units bid must contain the following options:

- 1. Standard minimum V8 gas engine (Size 6.8 L V10 Horsepower 362)
- 2. 4 speed automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Spare tire and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR 15,000 LB
- 8. Brakes 4-wheel anti-lock braking system (ABS)
- 9. Speed control and tilt wheel

DEALER COMPLETE IN DETAIL: I am bidding (MAKE) Ford (MODEL) F450

NET DELIVERED PRICE for One (1) new unit as described in Item 3 delivered to any of the listed delivery destinations (see page 27).

EACH \$23,361.00

OPTIONAL EQUIPMENT PRICES, Item #3

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 3A. Mounted 12' platform body meeting Specification E1320.

\$2,300.00 (EACH) (MAKE) Knapheide (MODEL) PVMX 123C

Option 3B. Mounted 11' platform dump body meeting Specification E1327.

\$3,702.00 (EACH) (MAKE) Knapheide (MODEL) PVMXT113C

Option 3C. Permanently installed bulkhead to fit truck application (minimum requirement

to top of cab).

\$558.00 (EACH)

Option 3D. Provide live hydraulics with under hood clutch pump, tank with built in filter, 20 GPM 3 section valve assembly with power beyond, dual knob spreader valve and hoses for mounted dump body in specification E1335 or mounted platform body in specification E1327. This package shall be capable of driving the auger, spinner motor in an salt spreader, and power to raise angle plow. All hoses shall be provided from front to rear of truck.

\$3,977.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item #3 Continued

- Option 3E. Mounted standard utility tool body. Acceptable makes and models are:
 Knapeheide 6132D54J, Reading CLASSIC II 132A DW, Omaha 132D54V, Stahl
 CHALLENGER II 132VVD-54. Body to include flush mounted tail, stop, turn,
 backup and clearance lights as required per FMVSS 108 standards. Unit must
 include a tread plate step bumper with pintle hook recess
 \$4,512.00 (EACH) (MAKE) Knapheide (MODEL) 6132D54J
- Option 3F. Six 2" deep full width 250 lbs. capacity free sliding tool drawers mounted approximately 1 ½" from top of compartment with approximately 2 ½" between trays in lieu of two shelves and dividers in one of the full height vertical compartments.

 \$1,286.00 (EACH)
- Option 3G. Two full length 250 lbs. capacity free sliding tool trays with metal dividers with slots on 4" centers with first tray mounted 5 $\frac{1}{4}$ " from bottom of compartment with approximately 1 $\frac{1}{2}$ " between trays with second tray mounted above first in lieu of shelf and dividers in one of the horizontal compartments. \$464.00 (EACH)
- Option 3H. One full length (or from crane mounting point) 4" deep top opening compartment with release located inside side compartment, automatic up position latch and metal dividers with slots on 4" centers in addition to the standard tool compartments. The top opening compartment will not protrude more than 2" into side compartment (The side compartment shall be 27" from floor to top of side body plus excess for flip top compartment).

 \$828.00 (EACH)
- Option 3I. Minimum 25" high panel extension cover with minimum 42" locking rear doors which will provide a minimum 48" interior height for storage and work area. \$2,837.00(EACH)
- Option 3J. Body to have 3 section, tempered steel telescopic sliding roof and two piece, rigid aluminum, endgate cover to protect cargo area from weather and theft. A mechanical type seal will be placed on the telescopic sliding roof and endgate cover.

 \$2,045.00 (EACH



OPTIONAL EQUIPMENT PRICES, Item #3 Continued

- Option 3K. Crane mount reinforced rigidly while maintaining full compartment space on top rear corner of body either left or right for a 3500 lbs. capacity crane (with no mounting holes or bolt holes, we will drill to suit ourselves).

 \$831.00 (EACH)
- Option 3L. One double bottle gas drop well with minimum 55" clearance height (for large bottle use) and retainers. \$992.00 (EACH)
- Option 3M. Heavy-duty 5 or 6 speed manual transmission in lieu of automatic transmission. \$-1,992.00 (EACH) Deduct
- Option 3N. Heavy duty, Type V with a Type III adapter trailer hitch. Special equipment which includes weight distributing hitch platform and wiring harness for a 7 pin commercial truck connector.

 \$315.00 (EACH)
- Option 30. Exterior color to be Federal Standard #595B "Highway Yellow" #13432. \$ 0.00 for cab chassis (EACH) Note \$140.00 for Knapheide Equipment
- Option 3P. Alternate diesel engine (state size and horsepower).

 Non Responsive (Did not provide a B20 Bio Diesel Warranty Letter.)
- Option 3Q. Alternate gasoline engine (state size and horsepower).

 N/A
- Option 3R. Automatic transmission power take-off provision. \$201.00 (EACH)
- Option 3S. Allison automatic transmission.
 N/A (EACH)
- Option 3T. Snowplow package. \$0.00 (EACH)
- Option 3U. Crew cab in lieu of regular cab (state change in model). \$3,005.00 (EACH) Wheel Base 200"
- Option 3V. Extended cab in lieu of regular cab (state change in model). \$1,804.00 (EACH) Wheel Base 162"
- Option 3W. 2 Factory cab steps. (one on Drivers Side, one on Passenger side) \$256.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item # 3 Continued

Option 3X. Four wheel drive (state change in model). \$3,426.00 (EACH)

Option 3Y. Hydraulic system to run body, plow and spreader, shall be all electric power line control design. In cab control modules to plug into cigar lighter for power, no wiring shall connect the in cab modules to the hydraulic valve assembly, which will be in an enclosure. The only common wiring shall be power and ground. \$5,783.00(EACH) Note:This price includes option 3D

Option 3Z. Provide hydraulics and controls for dump hoist only \$601.00 (EACH) Note: Electric Power unit

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 12%

Delivery will be made approximately 60-120 days after receipt of order.



Contractor: Gem City Ford

Danny Schwartz 5101 Broadway St. Quincy IL.62305 Phone 217-222-8700

<u>ITEM # 4</u> - New standard equipped <u>2006 Model 17,500 LB, GVWR Chassis-Cabs With DRW ACCEPTABLE MAKES AND MODELS:</u>

Standard Ford Super Duty F550 with 141" Wheelbase Cab to Axle 60" (17,500 GVWR) Chevrolet 4500 Series Model CC4C042 with 128" wheelbase Cab to Axle 60" WB (17,500GVWR) All units bid must contain the following options:

- 1. Standard minimum V8 gas Engine (Size 6.8 V10 Horsepower 362)
- 2. 4 speed automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirrors
- 5. Spare tire and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR 17,500 LB
- 8 Brakes 4-wheel anti-lock braking system (ABS)
- 9. Speed control and tilt wheel

DEALER COMPLETE IN DETAIL: I am bidding (MAKE) Ford (MODEL) F550

NET DELIVERED PRICE for One (1) new unit as described in Item 4 delivered any of the listed delivery destinations (see page 27)

EACH \$24,606.00

OPTIONAL EQUIPMENT PRICES, Item # 4

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

- Option 4A. Mounted 9' platform body meeting Specification E1320. \$1,940.00 (EACH) (MAKE) Knapheide (MODEL) PVMX 93C
- Option 4B. Mounted 9' platform dump body meeting Specification E1327. \$3,508.00 (EACH) (MAKE) Knapheide (MODEL) PVMXT 93C
- Option 4C. Permanently installed bulkhead to fit truck application (minimum requirement to top of cab).

 \$558.00 (EACH)
- Option 4D. Mounted 9' dump body meeting Specification E1335. \$4,482.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item # 4 Continued

- Option 4E. Provide live hydraulics with under hood clutch pump, tank with built in filter, 20 GPM 3 section valve assembly with power beyond, dual knob spreader valve and hoses for mounted dump body in specification E1335 or mounted platform body in specification E1327. This package shall be capable of driving the auger, spinner motor in an salt spreader, and power to raise angle plow. All hoses shall be provided from front to rear of truck.

 \$3,977.00 (EACH)
- Option 4F. Quarter cab protector made of 11 ga. steel, to include an integral design visibility window. \$370.00 (EACH)
- Option 4G. Mounted standard utility tool body. Acceptable makes and models are:
 Knapeheide 6108D54J, Reading CLASSIC II 108A DW, Omaha 108D54V, Stahl
 CHALLENGER II 108VVD- 54.Body to include flush mounted tail, stop, turn,
 backup and clearance lights as required per FMVSS 108 standards. Unit must
 include a tread plate step bumper with pintle hook recess.
 \$3,829.00 (EACH) (MAKE) Knapheide (MODEL) 6108D54J
- Option 4H. Six 2" deep full width 250 lbs. capacity free sliding tool drawers mounted approximately 1 ½" from top of compartment with approximately 2 ½" between trays in lieu of two shelves and dividers in one of the full height vertical compartments.

 \$1,286.00 (EACH)
- Option 4I. Two full length 250 lbs. capacity free sliding tool trays with metal dividers with slots on 4" centers with first tray mounted 5 ¼ " from bottom of compartment with approximately 1 ½" between trays with second tray mounted above first in lieu of shelf and dividers in one of the horizontal compartments. \$464.00 (EACH)
- Option 4J. One full- length (or from crane mounting point) 4" deep top opening compartment with release located inside side compartment, automatic up position latch and metal dividers with slots on 4" centers in addition to the standard tool compartments. The top opening compartment will not protrude more than 2" into side compartment (The side compartment shall be 27" from floor to top of side body plus excess for flip top compartment).

 \$711.00 (EACH)
- Option 4K. One double- bottle gas drop well and retainers in lieu of two shelves and dividers in one of the full height vertical compartments. \$355.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item #4- Continued

- Option 4L. Minimum 25" high panel extension cover with minimum 42" locking rear doors which will provide a minimum 48" interior height for storage and work area. \$2,334.00 (EACH)
- Option 4M. Body to have 3 section, tempered steel telescopic sliding roof and two piece, rigid aluminum, endgate cover to protect cargo area from weather and theft. A mechanical type seal will be placed on the telescopic sliding roof and endgate cover.
 \$1,168.00 (EACH)
- Option 4N. Crane mount reinforced rigidly while maintaining full compartment space on top rear corner of body either left or right for a 3500 lbs. capacity crane (with no mounting holes or bolt holes, we will drill to suit ourselves).

 \$831.00 (EACH)
- Option 40. Heavy-duty manual 5 or 6 speed transmission in lieu of automatic transmission. \$-1,992.00 Deduct (EACH)
- Option 4P. Heavy-duty, Type V with a Type III adapter trailer hitch. Special equipment which includes weight distributing hitch platform and wiring harness for a 7 pin commercial truck connector.

 \$315.00 (EACH)
- Option 4Q. Exterior color to be Federal Standard #595B "Highway Yellow" #13432. \$ 0.00 for cab chassis (EACH) Note \$110.00 for Knapheide Equipment
- Option 4R. Alternate diesel engine (state size and horsepower).

 Non Responsive (Did not provide a B20 Bio Diesel Warranty Letter.)
- Option 4S. Alternate gasoline engine (state size and horsepower).

 N/A
- Option 4T. Automatic transmission power take-off provision. \$201.00 (EACH)
- Option 4U. Allison automatic transmission.
 N/A
- Option 4V. Snowplow package. \$71.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item #4 – Continued

- Option 4W. Crew cab in lieu of regular cab (state change in Model, Wheelbase and CA.). \$2,768.00 (EACH) Wheelbase176" (CA.) 60"
- Option 4X. Extended cab in lieu of regular cab (state change in Model, Wheelbase and CA.) \$1,973.00 (EACH) Wheelbase162"CA. 60"
- Option 4Y. 2 Factory cab steps. (one on Drivers Side, one on Passenger side) \$256.00 (EACH)
- Option 4Z. Four-wheel drive (state change in model). \$3,426.00 (EACH)
- Option 4 AA. Hydraulic system to run body, plow and spreader, shall be all electric power line control design. In cab control modules to plug into cigar lighter for power, no wiring shall connect the in cab modules to the hydraulic valve assembly, which will be in an enclosure. The only common wiring shall be power and ground. \$5,783.00(EACH) Note: This price includes option 4E
- Option 4BB. Provide hydraulics and controls for dump hoist only \$601.00 (EACH) Note: This is a Electric Unit

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 12%

Delivery will be made approximately 60 to 120 days after receipt of order.



Contractor: Putnam Chevrolet Pontiac

Derek VanLoo 500 W. Buchanan California, MO. 65018 Phone: 800-778-8626

<u>ITEM # 5</u> - New standard equipped <u>2006 Model 17,500 GVWR Chassis-Cabs with DRW.</u> ACCEPTABLE MAKES AND MODELS:

Ford Super Duty F550 with 165" Wheelbase Cab to Axle 84" (17,500 GVWR) Chevrolet 4500 Series Model With 152" Wheelbase CC4C042 Cab to Axle 84" WB (17,500GVWR) All units bid must contain the following options:

- 1. Standard, gas engine (Size 8.1L Horsepower 325)
- 2. 4-speed automatic transmission
- 3. Air conditioning
- 4. LH & RH manual trailer-type mirror
- 5. Spare tire and wheel
- 6. Rubber floor mats
- 7. Minimum GVWR. 17,500 LB
- 8. Brakes 4-wheel anti-lock braking system (ABS)
- 9. Speed control and tilt wheel

DEALER COMPLETE IN DETAIL: I am bidding (MAKE) Chevrolet) (MODEL) C4C042

NET DELIVERED PRICE for One (1) new unit as described in Item 5 delivered to any of the listed delivery destinations (see page 27)

EACH \$24,613.00

OPTIONAL EQUIPMENT PRICES, Item # 5

Indicate the additional cost or deduction for the below listed options. Prices should include all required options and special equipment.

- Option 5A. Mounted 12' platform body meeting Specification E1320. \$2,300.00 (EACH) (MAKE) Knapheide (MODEL) PVMX123C
- Option 5B. Mounted 11' platform dump body meeting Specification E1327. \$3,702.00 (EACH) (MAKE) Knapheide (MODEL) PVMX113C
- Option 5C. Provide live hydraulics with under hood clutch pump, tank with built in filter, 20 GPM 3 section valve assembly with power beyond, dual knob spreader valve and hoses for mounted dump body in specification E1335 or mounted platform body in specification E1327. This package shall be capable of driving the auger, spinner motor in an salt spreader, and power to raise angle plow. All hoses shall be provided from front to rear of truck.

 \$3,711.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item #5- Continued

- Option 5D. Permanently installed bulkhead to fit truck application (minimum requirement to top of cab).
 \$659.00 (EACH)
- Option 5E. Mounted standard utility tool body. Acceptable makes and models are:
 Knapeheide 6132D54J, Reading CLASSIC II 132A DW, Omaha 132D54V, Stahl
 CHALLENGER II 132 VVD-54.Body to include flush mounted tail, stop, turn,
 backup and clearance lights as required per FMVSS 108 standards. Unit must
 include a tread plate step bumper with pintle hook recess.
 \$4,624.00 (EACH) (MAKE) Knapheide (MODEL) 6132D54J
- Option 5F. Six 2" deep full width 250 lbs. capacity free sliding tool drawers mounted approximately 1 ½" from top of compartment with approximately 2 ½" between trays in lieu of three shelves and dividers in one of the full height vertical compartments.

 \$1,286.00 (EACH)
- Option 5G. Two full length 250 lbs. capacity free sliding tool trays with metal dividers with slots on 4" centers with first tray mounted 5 ¼ " from bottom of compartment with approximately 1 ½" between trays with second tray mounted above first in lieu of shelf and dividers in one of the horizontal compartments. \$464.00 (EACH)
- Option 5H. One full length (or from crane mounting point) 4" deep top opening compartment with release located inside side compartment, automatic up position latch and metal dividers with slots on 4" centers in addition to the standard tool compartments. The top opening compartment will not protrude more than 2" into side compartment (The side compartment shall be 27" from floor to top of side body plus excess for flip top compartment).

 \$828.00 (EACH)
- Option 5I. Minimum 25" high panel extension cover with minimum 42" locking rear doors Which will provide a minimum 48" interior height for storage and work area. \$2,837.00 (EACH)
- Option 5J. Body to have 3 section, tempered steel telescopic sliding roof and two piece, rigid aluminum, endgate cover to protect cargo area from weather and theft. A mechanical type seal will be placed on the telescopic sliding roof and endgate cover.

 \$2,045.00 (EACH)



OPTIONAL EQUIPMENT PRICES, Item # 5 - Continued

- Option 5K. Crane mount reinforced rigidly while maintaining full compartment space on top rear corner of body either left or right for a 3500 lbs. capacity crane (with no mounting holes or bolt holes, we will drill to suit ourselves).

 \$831.00 (EACH)
- Option 5L. One double bottle gas drop well with minimum 55" clearance height (for large bottle use) and retainers in lieu of the interior 48" full height vertical compartment.

 \$828.00 (EACH)
- Option 5M. Heavy-duty manual 5 or 6 speed transmission in lieu of automatic transmission. \$-840.00 (EACH) Deduct
- Option 5N. Heavy-duty, Type V with a Type III adapter trailer hitch. Special equipment which includes weight distributing hitch platform and wiring harness for 7 pin commercial truck connector.

 \$315.00 (EACH)
- Option 50. Exterior color to be Federal Standard #595B "Highway Yellow" #13432. \$462.00 (EACH)
- Option 5P. Alternate diesel engine (state size and horsepower). \$6,424.00 (EACH) SIZE 6.6L HORSEPOWER
- Option 5Q. Alternate gasoline engine (state size and horsepower).

 N/A
- Option 5R. Automatic transmission power take-off provision. \$195.00 (EACH)
- Option 5S. Allison automatic transmission. Standard (EACH)
- Option 5T. Snowplow package. \$855.00 (EACH)
- Option 5U. 2 Factory cab steps. (one on Drivers Side, one on Passenger side)

 Standard (EACH)
- Option 5V. Four wheel drive (state change in model). \$7,430.00 (EACH) MODEL C4C044



OPTIONAL EQUIPMENT PRICES, Item # 5 – Continued

- Option 5W. 19,000 GVWR Package in lieu of the 17,500 GVWR. (state Wheelbase and CA) \$2,145.00 (EACH) Wheelbase 152" CA 84" Model C5C042
- Option 5X. Hydraulic system to run body, plow and spreader, shall be all electric power line control design. In cab control modules to plug into cigar lighter for power, no wiring shall connect the in cab modules to the hydraulic valve assembly, which will be in an enclosure. The only common wiring shall be power and ground. \$5,517.00(EACH) NOTE: This includes Option 5C
- Option 5Y. Provide hydraulics and controls for dump hoist only \$601.00(EACH) Note: This is a Electric Unit

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 5%

Delivery will be made approximately 150 days after receipt of order.



Contractor: Gem City Ford

Danny Schwartz 5101 Broadway St. Quincy IL.62305 Phone 217-222-8700

ITEM # 6 - New standard equipped 2006 Model Sport Utility Hybrid Vehicle .

ACCEPTABLE MAKES AND MODELS:

Standard Ford Escape XLS Hybrid 103,1" Wheelbase

All units bid must contain the following options:

- 1. 2.3L 4V I-4 Atkinson Cycle engine.
 - 2. 4 speed automatic, electronically controlled continuously transmission (ECVT)
 - 3. Air conditioning
 - 4. Power- Windows , Mirrors, Door Locks, Steering
 - 5. Spare tire and wheel
 - 6. Rubber floor mats front and rear
 - 7. Heavy-duty (Factory Typel) trailer package to include receiver hitch.
 - 8. Brakes, Power 4-Wheel disc
 - 1. Speed control and tilt wheel
 - 11. Front Wheel Drive

DEALER COMPLETE IN DETAIL: I am bidding (MAKE) Ford (MODEL) Escape

NET DELIVERED PRICE for One (1) new unit as described in Item #6 delivered to any of the listed delivery destinations (see page 27)

EACH \$25,575.00

OPTIONAL EQUIPMENT PRICES, Item # 6

Indicate the additional cost or deduction for the below listed options, which should include all required options and special equipment.

Option 16A. Four-wheel drive in lieu of front wheel drive. Indicate change in model. \$1,550.00 (EACH) (MODEL)

Option 6B. 2 Factory cab steps. (one on Drivers Side, one on Passenger side) \$315.00 (EACH)

Option 6C Exterior color to be Federal Standard #595B "Highway Yellow" 13432 N/A (EACH)

Option 6D Cargo Area Retractable Cover \$65.00(EACH)

Option 6E AC 110V Power Outlet, Front Console \$150.00(EACH)



OPTIONAL EQUIPMENT PRICES, Item # 6 - Continued

Option 6F Daytime Running Lights \$38.00 (EACH)

Please submit a complete parts list with detailed pricing information for each make/model your company would be willing to provide. Please indicate below the percent (%) discount off Manufacturers Suggested Retail Prices (MSRP) for all vehicle options available in your data book or pricing guides.

% discount off MSRP for all Data Book or Pricing Guide Options: - % Discount 12%

Delivery will be made approximately 60-120 days after receipt of order.



All bids received were Non Responsive for this Item.

Item #7 – New standard equipped **2006 Model 10 Passenger Van ACCEPTABLE MAKES AND MODELS**:

Standard Dodge Sprinter 2500 10 Passenger Van with 158" Wheelbase All units bid must contain the following options:

- Standard Mercedes-Benz Turbo Diesel Engine
 - 2. 5-speed automatic transmission
 - 3. Air conditioning front and rear with automatic climate control
 - 4. Front and Rear Heater
 - 5. LH & RH manual trailer-type mirrors
 - 6. Spare tire and wheel
 - 7. Rubber floor mats
 - 8. Deep tinted windows (privacy glass)
 - 9. 4 wheel anti-lock braking system (ABS)
 - 10. Minimum GVWR 8550 lb
 - 11. Speed control
 - 12. Sliding Right side door

DEALER CO	<u>DMPLETE IN DETAIL:</u> I am bidding (MAKE)(MODEL)
NET DELIVE	RED PRICE for One (1) new unit as described in Item #7 delivered to any of the listed inations (see page 27)
EACH \$	
	OPTIONAL EQUIPMENT PRICES, Item # 7
	additional cost or deduction for the below listed options. Prices should equired options and special equipment.
Option 7A.	140-inch wheelbase in lieu of of 158-inch wheelbase with standard roof \$ (EACH
Option 7B.	Power windows and power door locks. \$ (EACH)
Option 7C.	Towing Package: Manufacturer's standard to include heavy duty charging, engine oil and transmission cooling, Class III frame hitch and 4 pin wiring installed plus wiring harness for 7 pin. \$ (EACH)
Option 7D.	Sliding left side door. \$ (EACH)
•	Exterior color to be Federal Standard #595B "Highway Yellow" #13432. \$ (EACH)



Option 7F. Rear Seat Delete.

OPTIONAL EQUIPMENT PRICES, Item #7 Continued

Delivery will be made approximately	days after receipt of order.
% discount off MSRP for all Data Book or Pricing Gui	ide Options: - % Discount
Please submit a complete parts list with detailed pric your company would be willing to provide. Please ind Manufacturers Suggested Retail Prices (MSRP) for all ve pricing guides.	dicate below the percent (%) discount off
\$ (EACH) (Deduct)	
¢ (EACH) (Doduct)	



All bids received were Non Responsive for this Item.

	lew standard equipped 2007 Model Carryalls.
	LE MAKES AND MODELS:
	evrolet C25906 Suburban with 130.0" Wheelbase
	AC TC25906 Yukon XL with 130.0" Wheelbase
	rd XLT Excursion with 137.1" Wheelbase
	l must contain the following options:
	andard minimum V8 gasoline engine (Size Horsepower)
	speed automatic transmission
	ont and rear heat/air conditioning
4. LF	I & RH manual trailer-type mirrors
5. Sp	pare tire and wheel
6. Ri	ubber floor mats
7. Fı	ront bench seat, middle seat 60/40 split-folding, 3 rd .row removable fold-flat bench
	vo rear panel doors
	nimum GVWR 8,600 LB
	rakes 4-wheel anti-lock braking system (ABS)
	Speed control and tilt wheel
DEALER CO	OMPLETE IN DETAIL: I am bidding (MAKE) (MODEL)
NET DELIVE	RED PRICE for One (1) new unit as described in Item 8 delivered to any of the listed
	inations (see page 27).
•	
EACH \$	
	OPTIONAL EQUIPMENT PRICES, Item # 8
Indicate the	additional cost or deduction for the below listed options. Prices should
	equired options and special equipment.
	and the second of the second o
Option 8A.	Deep tinted windows
-	\$(EACH)
Option 8B.	Heavy-duty, Type V with a Type III adapter trailer hitch. Special equipment which
	includes weight distributing hitch platform and wiring harness for an 7 pin
	commercial truck connector.
	\$ (EACH)
Option 8C.	Four-wheel drive (state change in model). MODEL
	\$ (EACH)
_	
Option89D.	Exterior color to be Federal Standard #595B "Highway Yellow" #13432.
	\$ (EACH)



Delivery wil	l be made approximately	davs a	after receipt of order.
% discount	off MSRP for all Data Book or Pricin	g Guide Options: - % D	Discount
your compa	nit a complete parts list with detailed iny would be willing to provide. Plears rs Suggested Retail Prices (MSRP) for es.	ase indicate below the pe	rcent (%) discount off
Option 8H.	Alternative fuel in lieu of gasoline. Hybrid Electric. Fuel type (EACH)		
Option 8G.	2 Factory cab steps. (one on Driver \$ (EACH)	s Side, one on Passen	ger side)
Option 8F.	Standard diesel engine in lieu of ga SIZE HORSEPOWER_ \$ (EACH		ze and horsepower).
	OPTIONAL EQUIPMENT PI	RICES, Item # 8 Continu	<u>ued</u>
Option 6E.	\$ (EACH) (Deduct)		



NOTE: For bids to be considered, the attachment entitled "PREFERENCE IN PURCHASING"

PRODUCTS" must be either attached to the bid or on file in this office and must be

dated in the current model year.

NOTE: The attachment entitled "MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT"

certificates of compliance must be completed and submitted with your bid for it to be

considered responsive.

The undersigned, as bidder, understands that this project involves state funds and the bidder awarded the contract will be required to comply with Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the contractor or his subcontractors, if any, based on race, color, religion, creed, national origin, sex, or age. The undersigned contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union which they have bargaining or other agreements.



3-051003-B

NOTICE * * * * NOTICE * * * * NOTICE

The department is interested in assisting Missouri counties, cities, special road districts, etc. in purchasing equipment that meets the Missouri Department of Transportation's specifications.

Each bidder is asked to indicate below whether they would be willing to offer equipment for sale to these local political entities at the same bid price offered to this department.

It is understood the department will not issue purchase orders, accept delivery nor make payment for equipment ordered by any of these agencies. It is further understood the price is based on the unit meeting the department's specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

(Each vendor should complete the appropriate sections of this form and submit with their bid.)



PREFERENCE IN PURCHASING PRODUCTS

DATE:	
The bidders attention is individuals when letting contract	directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, arts or purchasing products.
Bids/Quotations receive	ed will be evaluated on the basis of this legislation.
All vendors submittin	g a bid/quotation must furnish <u>ALL</u> information requested below.
FOR CORPO	PRATIONS:
State	in which incorporated:
FOR OTHER	S:
State	of domicile:
FOR ALL VI	ENDORS:
List a	ddress of Missouri offices or places of business:
	THIS SECTION MUST BE COMPLETED AND SIGNED:
FIRM NAME:	
ADDRESS:	
CITY:	STATE:ZIP:
BY (signature required):	
Federal Tax I.D. #:	if no Federal Tax I.D. # - list Social Security #:

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

	J		products specified in the attached bid which the bidder proposes to supply to the State shall be broduced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
[]		f any particular goods or products specified in the attached bid is manufactured or produced in the s defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
[]	not manufactured left; (b) list below manufactured or p	goods or products specified in the attached bid which the bidder proposes to supply to the State are or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at by item (or item number), the country other than the United States where each good or product is produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the ms (or item numbers) in the spaces provided.
It	em (d	or item number)	Location Where Item Manufactured or Produced
			(attach an additional sheet if necessary)
[]		(attach an additional sheet if necessary) ccified goods or products cannot be manufactured or produced in the United States in sufficient ne to me the contract specifications. Items (or item numbers):



MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT CONTINUED

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.



All prices must include completed delivery to any of the below listed delivery destinations.

Missouri Department of Transportation District 1 Garage 3602 N. Belt Highway St. Joseph, Missouri 64502 General Services Manager, **Mike Prussman** 816-387-2446

Missouri Department of Transportation District 2 Garage 902 N. Missouri St. Macon, Missouri 63552 General Services Manager, **Jeanne Jarrett** 660-385-8240

Missouri Department of Transportation District 3 Garage Highway 61 South Hannibal, Missouri 63401 General Services Manager, **Kurt Groenda** 573-248-2590

Missouri Department of Transportation District 4 Garage 2050 N.E. Independence. Lee Summit Missouri 64064 General Services Manager, **Darren Potter** 816-622-0053

Missouri Department of Transportation District 5 Garage 1511 Missouri Blvd Jefferson City, Missouri 65101 General Services Manager, **Coleen Welter** 573-751-3660

Missouri Department of Transportation General Services Complex 830 MoDOT Drive Jefferson City, Missouri 65101 Mechanic Supervisor, **Terry Redel** 573-751-8752 Missouri Department of Transportation District 6 Garage 2309 Barrett Station Rd. Ballwin, Missouri 63021 General Services Manager, **Robert Zahner** 314-301-1422

Missouri Department of Transportation District 7 Garage 3901 East 32nd Street Joplin, Missouri 64804 General Services Manager, **John Sinclair** 417-629-3220

Missouri Department of Transportation District 8 Garage 3025 E. Kearney Springfield, Missouri 65804 General Services Manager, **Brad Leonard** 417-895-7700

Missouri Department of Transportation District 9 Garage U.S. Rt. 63 N. Willow Springs, Missouri 65587 General Services Manager, **Melvin Rodgers** 417-469-6251

Missouri Department of Transportation District 10 Garage 201 N. Main Sikeston, Missouri 63801 General Services Manager, **Ronald Miller** 573-472-5318

Missouri Highways and Transportation Commission

Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by

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<u>Missouri Highways and Transportation Commission</u> Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors <u>providing services</u> within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - If attached, the document entitled <u>"PREFERENCE IN PURCHASING PRODUCTS"</u> should be completed and returned with the solicitation documents.
 - If attached, the document entitled <u>"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"</u> should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more
- In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the

Page 32 of 34 Accepted: 9/29/03 Updated: 02/18/05

<u>Missouri Highways and Transportation Commission</u> Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and

employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

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<u>Missouri Highways and Transportation Commission</u> Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Required Specifications

 All materials, equipment, and/or services bid upon must comply with the attached MoDOT specifications and any other provisions outlined in the solicitation documents.

Information and Reports

- Submit descriptive literature and specifications showing exact equipment you propose to furnish.
- A complete list or catalog describing all available training materials related to the items you are bidding must be included in your bid.

Award

Each item will be awarded to the bidder with the lowest TOTAL COST. Total cost will be determined by adding to the base price the cost of all options requested for which at least one bid is received representing each approved make/model. Final determination of these options will not be made until after the opening of all bids. Items 2, 3, 4, and 5 have options for MoDOT-approved manufacturer's standard service bodies. Only those approved makes and models noted shall be considered.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the sum of one-hundred dollars (\$100.00) per day, per item, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

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